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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

PAINTERS DISTRICT COUNCIL NO. 16, CARPET, LINOLEUM & SOFT TILE WORKERS LOCAL UNION NO. 12,) No. CV 07-06334 MMC))))
Plaintiff/Petitioner,) [PROPOSED] DEFAULT JUDGMENT))
v.) Date: May 2, 2008) Time: 9:00 a.m.) Judge: Maxine M. Chesney) Courtroom: 7, 19 th Floor)
NEW BEGINNINGS FLOORS, Defendant/Respondent.))

_____ before the Court respondent
 This matter came ~~on for hearing~~ for entry of Judgment by Default against ~~Defendant~~ NEW
 BEGINNINGS FLOORS, on May 2, 2008. ~~Plaintiffs~~ Petitioner PAINTERS DISTRICT COUNCIL NO. 16,
 CARPET, LINOLEUM & SOFT TILE WORKERS LOCAL UNION NO. 12 ~~were~~ is represented by
 Concepción E. Lozano-Batista of Weinberg, Roger & Rosenfeld; ~~Defendants~~ respondent has
~~have~~ ~~were represented by~~
 _____/made no appearance/. Having considered the pleadings and

arguments in this matter, and good cause appearing, this Court **FINDS AS FOLLOWS:**

1. The Petition in this matter was filed with this Court on December 13, 2007.
2. ~~Defendant~~ Respondent was duly served with process in this matter on December 24, 2007;
3. That no answer or other responsive pleadings having been filed within the time
 respondent
 permitted by law, default was entered against ~~the Defendants~~ on January 29, 2008;

4. The Court finds the allegations in the Complaint on file herein are true including the respondent is petitioner, fact that ~~Defendants have been~~ bound to a written Collective Bargaining Agreement with ~~Plaintiffs~~, a labor organization within the meaning of LMRA §301, 29 U.S.C. §152. By virtue of becoming respondent is bound to the Collective Bargaining Agreement, ~~Defendant became~~ subject to all the terms and conditions referred to in the Complaint; and

5. That ~~Defendant~~ respondent has failed, neglected or refused to submit to respond to the presented by petitioner petitioner grievance ~~filed by Plaintiffs~~ on June 19, 2007 as requested by ~~Plaintiffs~~ pursuant to said Collective Bargaining Agreement.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Judgment be entered in favor of ~~Plaintiffs~~ petitioner and against ~~Defendants~~ respondent as follows:

1. The Court issues an injunction directing ~~Defendant~~ respondent New Beginnings Floors to final and binding arbitration pursuant to Article 23 of the Collective Bargaining Agreement between the presented by petitioner respondent's alleged parties based on the grievance ~~filed by Plaintiffs~~ on June 19, 2007 over ~~Defendant's~~ failure to pay employees properly; one of its employees properly. (see Ex. A to Petition);

2. Respondent petitioner's \$3,347.50
~~Defendant~~ is ordered to pay ~~Plaintiffs'~~ attorneys' fees in the amount of: ~~\$4,247.50~~;

3. Respondent petitioner's
~~Defendant~~ is ordered to pay ~~Plaintiffs'~~ costs in the amount of: \$460.00; and

4. This Court ~~shall~~ respondent find it unnecessary to retain jurisdiction of this matter to enforce the Order directing ~~Defendant~~ respondent New Beginnings Floors to final and binding arbitration; in the event respondent does not appear at a properly noticed arbitration, the arbitration may proceed without respondent's participation.

DATED: April 17, 2008


HONORABLE MAXINE M. CHESNEY
JUDGE OF THE DISTRICT COURT

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